

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

ANTHONY AURIEMMA,

Plaintiff,

v.

RANDY DAVIS, et al.,

Defendants.

Civil Action No. 16-4685 (MAS) (DEA)

**MEMORANDUM ORDER ON
APPLICATION TO PROCEED
WITHOUT PREPAYMENT OF FEES**

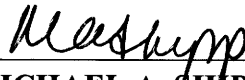
This matter comes before the Court on the application of Plaintiff Anthony Aureimma (“Plaintiff”) to proceed without prepayment of fees under 28 U.S.C. § 1915. (Application, ECF No. 1-2.) The Court will grant the application on the strength of Plaintiff’s allegation of indigence but dismiss the Complaint (ECF No. 1) because it fails to state a claim upon which relief may be granted. *See* 28 U.S.C. § 1915(e)(2)(B).

Plaintiff asserts a claim for damages against Defendants Randy Davis, David O’Neal, Enterprise Asset Solution Inc., and EASI Rides (“Defendants”) for Defendants’ alleged breach of an “illegal contract.” (Compl. 2.) More specifically, Plaintiff alleges that “[t]he defendants to [sic] plaintiff’s car, breached contract, destroyed plaintiff’s credit and never restored the car or insured it.” (*Id.* at 3.) Based on these allegations, the Court cannot discern a valid or cognizable claim against the Defendants. In particular, while Plaintiff summarily states that Defendants “breached contract,” Plaintiff has not described either the subject contract or the term that was allegedly breached. Therefore, Plaintiff’s Complaint is dismissed for failure to state a claim upon which relief may be granted.

Accordingly,

IT IS, on this 1st day of September 2016, **ORDERED** that:

1. Plaintiff's application to proceed *in forma pauperis* is hereby granted pursuant to 28 U.S.C. § 1915;
2. The Clerk of the Court shall file the Complaint without prepayment of fees or security;
3. The Complaint is dismissed pursuant to 28 U.S.C. § 1915(e)(2)(B)(ii) for failure to state a claim; and
4. The Clerk of the Court shall mark this matter CLOSED.



MICHAEL A. SHIPP
UNITED STATES DISTRICT JUDGE